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MOD/AMD

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Name of Offeror or Contractor: GENTEX CORP

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for approporate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224

Phone: (309) /82-3224

Electronic Mail Address: AMSTA-AC-PC@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-00-P-0035

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Name of Offeror or Contractor: GENTEX CORP

52 210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998

Page 3 of 17

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_				
_				
_				

- (c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
  - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	PRICE	\$
CLIN	 PRICE	\$
CT.TN	DRICE	ė

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Name of Offeror or Contractor: GENTEX CORP

(End of clause)

(AS7008)

5 52.233-4503 TACOM-RT AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

 $\verb|http://www.amc.army.mil/amc/command_counsel/protest/protest.html| \\$ 

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

6 52.246-4538

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

THIS AWARD IS BEING MADE FOR 737 EACH OF NSN: 1270-01-217-3790, PAD , EARCUP FITTING, P/N 82A5881, FOB "DESTINATION". THE TOTAL CONTRACT AMOUNT IS \$10,708.61.

\*\*\* END OF NARRATIVE A001 \*\*\*

# Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0035 MOD/AMD

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Name of Offeror or Contractor: GENTEX CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY	737	KT	\$ 14.53000	\$10,708.6
	NSN: 1270-01-217-3790				
	NOUN: PAD, EARCUP FITTING FSCM: 97427				
	PART NR: 82A5881				
	SECURITY CLASS: Unclassified				
	CLIN CONTRACT TYPE:				
	Firm-Fixed-Price				
	PRON: M101S501M1 PRON AMD: 02 ACRN: AA  AMS CD: 070011				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL				
	LEVEL PRESERVATION: Commercial				
	LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52H099278A611 W25G1U J 2				
	DEL REL CD QUANTITY DEL DATE				
	001 81 29-FEB-2000				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS				
	(W25G1U) TRANSPORTATION OFFICER				
	NEW CUMBERLAND ARMY DEPOT				
	ATTN: SDSNC-TT  NEW CUMBERLAND PA 17070-5001				
	NEW COMBERLAND FA 17070-3001				
	CONTRACT/DELIVERY ORDER NUMBER DAAE20-00-P-0035/0000				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	002 W52H099278A612 W45G19 J 2				
	DEL REL CD QUANTITY DEL DATE				
	001 582 29-FEB-2000				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS				
	(W45G19) TRANS OFF				
	RED RIVER ARMY DEPOT				
	TEXARKANA TX 75507-5000				
	CONTRACT/DELIVERY ORDER NUMBER				
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# Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0035 MOD/AMD

**Page** 6 **of** 17

Name of Offeror or Contractor: GENTEX CORP

EM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DAAE20-00-P-0035/0000				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	003 W52H099278A613 W62G2T J 2				
	DEL REL CD QUANTITY DEL DATE				
	001 74 29-FEB-2000				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS				
	(W62G2T) XU DEFENSE DISTRIBUTION REGION WEST				
	DISTRIBUTION DEPOT SAN JOAQUIN				
	TRANS OFC BLDG 330 CRP				
	FRENCH CAMP CA 95231-0001				
	CONTRACT/DELIVERY ORDER NUMBER				
	DAAE20-00-P-0035/0000				

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-00-P-0035

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Name of Offeror or Contractor: GENTEX CORP

PACKAGING AND MARKING

Regulatory Cite Title Date

52.211-4502 PACKAGING REQUIREMENTS DEC/1998

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

#### REOUIREMENTS

- 1. Packaging Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- 1.1 Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
- 1.2 Preservation Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- 1.3 Cushioning Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
- 2. Unit Package
- 2.1 Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.
- 2.1 Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.
- 3. Intermediate Package
- 3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.
- 4. Packing
- 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.
- 4.2 Shipping containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.
- 5. Marking Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision "N", dated 15 May 97. Bar code requirements apply.

EXCEPTION:

-None-

(End of clause)

(DS6405)

#### Reference No. of Document Being Continued

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Name of Offeror or Contractor: GENTEX CORP

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

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Name of Offeror or Contractor: GENTEX CORP

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	Date
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

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Name of Offeror or Contractor: GENTEX CORP

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	Date
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-34	F.O.B. DESTINATION	JAN/1991
3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

	CONTIN	TIA TION	CHEET	Refe	Page 11 of 17								
	CONTIN	PIIN/SIIN DAAE20-00-P-0035			5	MOD/AMD							
Name	Name of Offeror or Contractor: GENTEX CORP												
CONTRACT ADMINISTRATION DATA													
LINE ITEM	PRON/ AMS CD	OBLG <u>ACRN</u> STAT	ACCOUNTING	CLASSIFICATION			(	JOB ORDER NUMBER	ACCOUNT1	ING	OBLIGATED AMOUNT		
0001AA	M101S501M1	AA 2	97 X4930A	.C6G 6D	26FB	S11116			W52H09	\$	10,708.61		
05	70011								TOTAL	\$	10,708.61		
SERVICE NAME Army		AL BY ACRN AA		CLASSIFICATION C6G 6D	26FB	S11116		ACCOU STATI W52H0	ON	\$_	OBLIGATED AMOUNT 10,708.61		
									TOTAL	\$	10,708.61		

#### Reference No. of Document Being Continued

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Name of Offeror or Contractor: GENTEX CORP

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

1

Regulatory Cite	Title	Date	
52.239-4500	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998	
TACOM-RT			

- a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.
- b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

Shipped From:

2 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

The contracts involving T.O.D. Onicis shippers formich the following well information.
For contracts involving F.O.B. Origin shipments furnish the following rail information:
Ooes Shipping Point have a private railroad siding? YES NO
If YES, give name of rail carrier serving it:
of NO, give name and address of nearest rail freight station and carrier serving it:
Rail Freight Station Name and Address:
Serving Carrier:

(End of Clause)

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Name of Offeror or Contractor: GENTEX CORP

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
1	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
4	52.222-26	EQUAL OPPORTUNITY	FEB/1999
5	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
6	52.243-1	CHANGES - FIXED PRICE	AUG/1987
7	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
8	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
9	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
10	252.225-7009 DFARS	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
11	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
12	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
13	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
14	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
15	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
16	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
17	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUN/1999

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):
 http://www.arnet.gov/far/
 or

www.acq.osd.mil/dp/dars

18 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES A	PR/1984
--	---------

<sup>(</sup>a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(End of clause)

(IF7016)

<sup>(</sup>b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

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List of Number

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Title

Addenda

Attachment 001

CONTRACTOR'S QUOTE

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REPRESENTATIONS, CERTIFICATIONS,	AND OTHER STATEMENTS OF OFFERORS	
Regulatory Cite	Title	Date
1 52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
2 52.219-1 (a)(1) The standard indust	SMALL BUSINESS PROGRAM REPRESENTATIONS rial classification (SIC) code for this acquisition	NOV/1999 n is 3728.
(2) The small business siz	e standard is 1,000.	
	e standard for a concern which submits an offer in oses to furnish a product which it did not itself	
(b) Representations. (1)	The offeror represents as part of its offer that	itis,is not a small business
	offeror represented itself as a small business con f its offer that itis,is not a small d	
	offeror represented itself as a small business con f its offer that itis,is not a women-o	
(4) (Complete only if the The offeror represents as part o	offeror represented itself as a small business con f its offer that -	cern in paragraph (b)(1) of this provision.]
(i) it is		
is not		
Concerns maintained by the Small	listed, on the date of this representation, on th Business Administration, and no material change is occurred since it was certified by the Small Busin	n ownership and control, principal place, or
(ii) it is		
provision is accurate for the HU	th the requirements of 13 CFR part 126, and the resonance small business concern, or concerns that are name of the HUBZone small business concern or conc	participating in the joint venture. [The
	] Each HUBZone small busi	ness concern participating in the joint ventu
	or represented itself as disadvantaged in paragrap	h (b)(2) of this provision). [The offeror
Black American.		
Hispanic American.		
Native American (Ameri	can Indians, Eskimos, Aleuts, or Native Hawaiians)	
China, Taiwan, Laos, Cambodia (K Republic of Palau, Republic of	persons with origins from Burma, Thailand, Malay ampuchea), Vietnam, Korea, The Philippines, U.S. T the Marshall Islands, Federated States of Micrones g Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura).	rust Territory of the Pacific Islands,
Subcontinent Asian (As	ian-Indian) American (persons with origins from In	dia, Pakistan, Bangladesh, Sri Lanka, Bhutan,
Individual/concern, ot	ner than one of the preceding.	

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is

independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and

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qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6011)

3 52.204-3 TAXPAYER IDENTIFICATION

OCT/1998

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision to comply with debt collection requirements of 31 U.S.C 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (d) Taxpayer Identification Number (TIN).
  - ( ) TIN: \_\_\_\_
  - ( ) TIN has been applied for.
  - ( ) TIN is not required because:
- ( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - ( ) Offeror is an agency or instrumentality of a foreign government;
  - ( ) Offeror is an agency or instrumentality of the Federal Government.
  - (e) Type of organization.

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(KF7020)

	Sole proprietorship;			
	Partnership; Corporate entity (not	tax-axampt):		
		deral, State, or local);		
	Foreign government;	derai, State, or local,		
		ation per 26 GED 1 6040 4:		
	Other.	ation per 26 CFR 1.6049-4;		
( )	other.			
(5)				
(I)	Common Parent			
( )	Offeror is not owned	or controlled by a common parent as	defined in paragraph (a) of the	his provision.
	Name and TIN of commo			
1 110				
		(End of provision)		
KF7044)				
KF/044)				
4	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE	REPORTS	FEB/1999
he offer	or represents that -			
a) It solicitat		participated in a previous contract	or subcontract subject to the	e Equal Opportunity clause of thi
b) It	( ) has, ( ) has not	, filed all required compliance repo	rts; and	
	resentations indicatin act awards.	g submission of required compliance	reports, signed by subcontract	tors, will be obtained before
		(End of Provision)		
		(End of Provision)		
KF7057)				
KF/U5/)				
5	52.222-25	AFFIRMATIVE ACTION COMPLIANCE		APR/1984
he offer	or represents that (a	) it		
	developed and has on			
	not developed and doe			
		tive action programs required by the	rules and regulations of the	Secretary of Labor (41 CEP 60-1
		cive action programs required by the	rates and regulacions of the	Secretary of Dabot (41 Crk 60-1
	), or (b) it	ntracts subject to the written offic	mative action programs remix	oment of the rules and regulation
	ecretary of Labor.	ntracts subject to the written affir	macive action programs require	ement of the futes and regulation
		(End of Provision)		
		(Bild Of FIGVISION)		